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AFFIDAVIT FOR LIEN AGAINST MINERAL PROPERTY

STATE OF TEXAS §
§
COUNTY OF CAMERON §

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jan 22, 2009 at 11:42A
Document Number: 00002555

The Affiant, Patrick S. Quinn, whose signature appears below, after first being duly sworn did state as follows:

Joe G. Rivera
by
Jessica Acevedo, Deputy
Cameron County

"My name is Patrick S. Quinn. I am over the age of 18 and competent to make this affidavit. The statements contained herein are true and correct based upon my personal knowledge.

"Sun Coast Plumbing Co., Inc. ("Claimant"), acting by and through its duly authorized agent, the undersigned affiant, claims a lien for labor and services performed and for materials and equipment furnished under contract with a mineral contractor for the benefit of the owner of the oil, gas, and mineral estate described below located adjacent to the Texas coast in the Gulf of Mexico, and makes this statement claiming a lien under and pursuant to Section 56 of the Texas Property Code, and further shows that:

1. The name of the owner or reputed owner of the oil, gas, and mineral leasehold estate against which the lien is claimed is Shell Offshore Inc., and its mailing address is P.O. Box 2463, Houston, Texas 77252.
2. The name of the claimant is Sun Coast Plumbing Co., Inc., and its mailing address is 1204 Missouri Street, South Houston, Texas 77587.
3. Claimant contracted with Delta Engineering Corporation ("Delta") to provide material and labor for the construction of living quarters to be attached to the hull of the Perdido Regional Development Spar, owned in part and operated by Shell Oil Company and its subsidiaries. A copy of the purchasing order between Delta and Claimant is attached and incorporated by reference. Delta is a Texas corporation located at 1641½ Jacintoport Boulevard, Houston, Texas 77015. Delta is constructing the living quarters for the benefit of Shell Oil Company and its subsidiary Shell Offshore Inc. It is believed that Delta is operating under contract with Shell International Exploration & Production, another subsidiary of Shell Oil Company. Delta is indebted to Claimant for labor and services performed and for materials and equipment furnished under contract as set forth in this affidavit.
4. Claimant timely served written notice that the lien is claimed on the property owner or the owner's agent, representative, or receiver. Claimant, as of the date it gave notice to the mineral property owner, claims a total amount past due from Delta of at least \$249,504.00. The items of the claim and the dates of the labor and services performed and the materials furnished are duly set forth in the invoices attached to this affidavit and incorporated by reference.

Labor was performed and materials were delivered on or about the dates invoiced. Further all labor and materials for which this lien is claimed were performed between September 1, 2008 and the time of filing of this affidavit.

5. A lien is claimed in the total amount of \$249,504.00, plus interest, against all of the following described oil, gas, and mineral leasehold estates, in the aggregate and as a unit, owned by Shell Offshore Inc. in the Gulf of Mexico adjacent to the Texas coast, as well as upon the buildings and appurtenances, and upon the materials, machinery, and supplies owned by that owner and used in drilling, operating, producing, completing, maintaining, or repairing any oil or gas well, and upon such oil well or wells, gas wells, buildings and appurtenances, including pipeline, leasehold interest, and land used in operating for oil, gas, and other minerals, upon these leaseholds or pipeline and pipelines rights-of-way thereon, for which the materials, machinery, or supplies were furnished or labor performed.

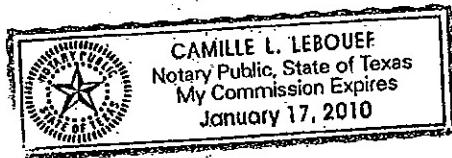
6. Mineral leaseholds subject to lien:

All offshore leasehold and production interests, to the extent to which they are owned by Shell Offshore Inc., located in the Western Gulf of Mexico Region, Alaminos Canyon, blocks 815, 857, 858, and 859. The federal leases believed to be subject to this lien include OCS-G19409, OCS-G17565, OCS-G17566, and OCS-G20871. Additionally, Sun Coast claims a lien on all mineral property used in connection with the Perdido Regional Development Spar.

Patrick S. Quinn

STATE OF TEXAS
COUNTY OF HARRIS

SWORN TO and SUBSCRIBED before me on this the 14th day of January, 2009.



Notary Public, State of Texas


Dennis J. Jones
Notary Public, State of Texas

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M
A

164-15½ Bechteltopan Blvd.
P.O. Box 520
Charronview, Texas 77530
713-467-6200 FAX 713-452-6239

PURCHASE
ORDER

This Order is Subject To All Terms And Conditions Printed On Reverse Side Hereof Unless Otherwise Stated On Face Of This Order.

21611	HOUSTON, TEXAS	DESTINATION	VENDOR TRUCK	NET 45	WESTBROOK	SYLVIA
1	4	THIS IS A CONFIRMING PURCHASE ORDER FAXED BY SYLVIA TO RICHARD ON 2/2/07. DO NOT DUPLICATE	PROVIDE THE FOLLOWING MATERIAL IN ACCORDANCE WITH THE WRITTEN DESCRIPTION.			
1	4	LOT SUBCONTRACTOR TO PROVIDE ROUGH IN (WASTE, WATER AND VENT LINES) TOP OUT AND COLD WATER LINES IN EXTERIOR WALL AND CEILING. POTABLE WATER PIPING TO BE TYPE K HARD DRAWN COPPER AND ALL WASTE AND VENTS TO BE CPVC. REFERENCE SUNCRAST PLUMBING PROPOSAL DATED JULY 20, 2006 (REVISED 7-26-06) FOR DELTA PROPOSAL 7703	1/01/08	241215	478780.00	
		ALL FIXTURES AND EQUIPMENT ARE TO BE PROVIDED BY THE GENERAL CONTRACTOR. PAYMENT TERMS NET 45 DAYS. PROGRESSIVE BILLING ON LABOR EXPENDED.			478780.00	

SPECIAL INSTRUCTIONS

**All Invoices, Packages, Packing Lists and Correspondence
Must Show Our Purchase Order Number And Item Numbers.
Tag All Items Shipped With These Numbers. INVOICES WILL
NOT BE PROCESSED FOR PAYMENT UNTIL THE SIGNATURE**

DEFINITION -- As used in these terms and conditions, "materials" means any materials, machinery, equipment, article, item or work attachments and exhibits. "machines" means any materials, machinery, equipment, article, item or work provided for in this order; "Seller" means the person, firm or corporation to whom this order is issued; "Purchase" means DELTA ENGINEERING CORPORATION and "Customer" means the person, firm or corporation owning the plant for whom the materials are purchased or leased under this order.

CONFIDENTIAL AGREEMENT - This Purchase Order is expressly limited to and made conditional on the Seller's acceptance on the face hereof and shall include those printed Terms and Conditions, applicable detailed specifications and drawings, and any appendices. In the event of conflict between the terms written on the face hereof, and these printed Terms and Conditions, the former shall prevail. If any of the provisions of Seller's proposal or other correspondence are in conflict or in addition to the terms of this Purchase Order, the terms of this Purchase Order shall govern.

INSPECTION - Except items purchased from stock, all materials purchased under this order shall be subject to inspection at Purchaser's option by Purchaser or his designee during and after manufacture. Stock items shall be subject to inspection before shipment. Five (5) days written notice shall be given to Purchaser's Chief Inspector prior to start of fabrication of overstock items. Neither inspection nor failure to inspect shall relieve Seller of responsibility with respect to items supplied herunder or imply acceptance thereof. Purchaser reserves the right to return ship, wholly or Sellers expense, any or all materials purchased under this order for which Seller failed to obtain timely inspection by Purchaser or written waiver of inspection from Purchaser.

AS SIGNMENT AND SUBCONTRACTING - Neither this order nor any rights, obligations, or monies due thereunder are assignable or transferable as security for advances or otherwise without Purchaser's prior written consent, and except as it purchases of raw material or standard commercial articles or parts, Seller may subcontract any major portion of the work encompassed by this order without Purchaser's prior written approval. Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.

TERMS, LAWS, REGULATIONS AND ORDINANCES - Seller warrants compliance with all applicable codes and standards, state, and local laws, regulations, and ordinances including, but not limited to, The Fair Labor Standards Act of 1938, as amended (Federal Wage and Hour Law), Equal Employment Opportunity clauses per Executive Order No. 11246, as amended, Occupational Safety and Health Act of 1970 and all standards promulgated thereunder, and Employment of the Handicapped (20 CFR 411). Seller agrees to indemnify and save Purchaser harmless from all expenses to Purchaser by reason of Seller's failure to comply therewith.

ATTENTION INDEMNITY - Seller shall, at its own expense, defend any suit or actions against Purchaser or against Purchaser's employees or agents, arising from the sale or use of said materials or for any royalties that may be due hereunder, and Seller agrees to hold harmless and indemnify Purchaser from any loss, liability, cost, royalties, damage and expenses incurred by Purchaser in connection with any such suit or action whether against Purchaser or against those selling or using the material covered by this Purchase Order. If use of any such item is enjoined, Seller shall, at its expense, either procure the right to continue the use of said item or modify it so it becomes non-infringing. Purchaser has the right to participate in the defense of such suits or actions or, if so elects, it may assume the entire defense of such suits or actions through its own counsel.

WARRANTY - Seller warrants all articles, materials, and work supplied will conform with the specifications, drawings, and other descriptions supplied or adopted by Purchaser and will be new, fit, and sufficient for the purpose for which they were intended of good material, design, and workmanship and free from defects, in duration, at the request of Purchaser or Purchaser's Customer. Seller will repair or replace, free of cost to Purchaser and its Customer, any equipment or parts that shall, in normal use and service and under proper operation, fail because of faulty design or workmanship or defective material within one (1) year from the date of delivery of such equipment material, or part is placed in use, but not later than eighteen (18) months after date of shipment from Seller's plant. The foregoing warranty shall inure to the benefit of Purchaser's Customer.

CUSTOMERS AND REQUIREMENTS FOR EXHIBITS - Purchaser shall have the right by written supplement hereto, to make changes in the specifications of material or equipment covered hereby. Such changes shall become effective upon delivery to Seller by Purchaser of such written supplement. If such change affects the price or delivery date of such material and/or equipment, Seller shall forthwith so notify Purchaser (Buyer named in order) in writing and shall, within thirty (30) days of the date such supplement is made, or otherwise delivered to Seller, submit a written claim for such adjustment or price and/or date, failing in which Seller reserves any claim for such adjustment. Seller shall not suspend work while Purchaser and Seller are in the process of making such changes and any related adjustments.

MAINTENANCE AND LIENS - Seller shall defend and save Purchaser and its Customer or either of them harmless from all claims and liability for injuries to, and/or death of, any and all persons, and for loss of and/or damage to property caused in whole or in part by the negligence or willful acts of Seller in connection with the materials furnished hereunder, including without limitation, the installation, erection, repair, adjustment or operation thereof. In addition, Seller shall, if he elects to utilize materials, tools, equipment or facilities made available to Seller by Purchaser for use by the Seller, defend and save Purchaser and its Customer or either of them harmless from all claims and liability for injuries to, and/or death from or by reason of the Seller's utilization thereof, whether or not caused partially or totally by the negligence of Purchaser, its employees, subcontractors, agents, or representatives. In any case where it is necessary for employees or representatives of Seller to go upon the premises of Purchaser or its Customer, Seller agrees to assume full responsibility for

applicable Workmen's Compensation Laws, other applicable requirements regarding workers' compensation, and regulations, particularly as to safety precautions and fire hazards. This order requires Seller to furnish labor in connection with the erection or installation of the materials at the site. Seller shall furnish Purchaser with a certificate, or other evidence satisfactory to Purchaser, indicating that such labor is adequately covered by Workmen's Compensation and Liability insurance with limits acceptable to Purchaser. Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or materialmen, and Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it in the absence of such liens, claims, and encumbrances.

PRESS RELEASES - Any press release or other publicity concerning the subject matter of this Purchase Order must have the prior written approval of Purchaser prior to the release for publication.

CANCELLATION CLAUSE - This Purchase Order may be terminated, in whole or in part, by written notice. Upon receipt of said termination notice, the Seller shall immediately discontinue all work on the order and discontinue the placing of any further orders for materials, facilities, and supplies in connection with the performance of this contract and shall make every reasonable effort to procure cancellations of all existing orders or contracts which the said Seller shall have made, upon terms satisfactory to Purchaser, and shall thereafter do only such work as may be necessary to preserve and protect work already in progress; and material, plant and equipment for such work in transit. Payment for work already completed or in progress of Purchaser in a fair and reasonable manner. Failure to make shipment on or before the date specified in this order, or any other breach of this order, shall entitle Purchaser, at its option, to cancel the order without prejudice to any other rights Purchaser may have as a result thereof.

DRAWINGS AND MECHANICAL CATALOG DATA - All requirements expressed in specifications and drawings, quote, parts, quotation, reports, certificates, or other mechanical catalog data, etc., must be formally acknowledged and incorporated in Seller's shop order. These requirements must be met before the order shall be considered complete, and reason must be in evidence before final payment is made. Final invoices received before all documents are in Purchaser's hands are subject to return.

SHIPPING INSTRUCTIONS
(a) Ship via prepaid freight only.
(b) Tag each item showing Purchaser's Purchase Order Number, Purchase Order Item Number, and Equipment ID Number.

(c) A Shipping Notice is required covering each shipment. Airmail one (1) copy to the attention of Purchaser's Engineering Department to the address shown on the Purchase Order.

(d) A Packing Slip must accompany each shipment showing Purchaser's Purchase Order Number and Purchase Order Item Number for each item shipped, and one (1) copy of each Bill of Lading. Express Receipt, Overage Tickets or other receipts showing how shipped are to be stapled to the Shipping Notice sent to Purchaser's Expressing Department.
(e) Sellers who buy from subvendors or factories are still responsible for getting Purchaser's Purchase Order Number and Purchase Order Item Numbers correctly shown on all materials shipped against this Purchase Order.

(f) All costs incurred as a result of Seller's failure to follow Purchaser's shipping instructions shall be to the account of the seller.

NOTICING INSTRUCTIONS
(a) The original and three (3) copies of each invoice are required. Mail all invoices to the attention of Purchaser's Accounts Payable Department.

(b) A separate invoice is required covering each shipment against each individual Purchase Order. DO NOT show materials charged on two different Purchase Orders on the same invoice.

(c) Show Purchaser's Purchase Order Number and Purchaser's Purchase Order Item Numbers on the face of Seller's invoice.

(d) Attach to each invoice the original signed Bill of Lading, Express Receipt, Overage Tickets, or other receipts to shipper.
(e) Noticing Instructions for Freight, Crating
(f) Freight Charges for Purchase Orders issued "F.O.B. Origin with Freight Prepaid and Charged" must be billed separately and supported with a received freight bill.

EQUAL OPPORTUNITY SUPPLEMENT - This Purchase Order is subject to the Equal Opportunity Supplement entered into between the parties pursuant to Executive Order 11246. This Supplement is on file in the office of Employment of the Handicapped - This Purchase Order includes and is subject to the affirmative action cause set forth in 41 CFR 60-741.4 with respect to employment of the handicapped which is incorporated herein.

EMPLOYMENT OF VETERANS AND DISABLED VETERANS - This Purchase Order includes and is subject to the Affirmative Action Clause set forth in 41 CFR 60-250.4.

SunCoast Plumbing Co., Inc.

1204 Missouri
 South Houston, TX 77587
 713-944-0046
 Fax 713-944-3744

Invoice

DATE	JOB #
10/1/2008	26477Q

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Change Order Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Due on receipt	10/1/2008

DESCRIPTION	HOURS	AMOUNT
Installation of Type K copper lines for the fire sprinkler fill line.		
Contract Price		6,275.00

Master Plumbers License
 M-20856
 M-37132

Total	\$6,275.00
Balance Due	\$6,275.00

SunCoast Plumbing Co., Inc.

1204 Missouri
 South Houston, TX 77587
 713-944-0046
 Fax 713-944-3744

Invoice

DATE	JOB #
10/6/2008	26477L

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido DEC 3040

P.O. NO.	TERMS	DUE DATE
	Due on receipt	10/6/2008

DESCRIPTION	HOURS	AMOUNT
Procurement of the copper fittings to change out the black and gray water lines to copper lines over the computer room, control room, operations room, galley and the dining room. (Rooms- 221, 232, 230, 103 and 104). This billing is for approximately 75% of the materials that will be needed. We are still working on the take off. Once take off is complete we will have a complete estimation of the materials needed.		
Materials procurement		42,000.00

Master Plumbers License
 M-20856
 M-37132

Total	\$42,000.00
Balance Due	\$42,000.00

SunCoast Plumbing Co., Inc.

1204 Missouri
 South Houston, TX 77587
 713-944-0046
 Fax 713-944-3744

Invoice

DATE	JOB #
10/10/2008	26477N

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Change Order Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
2-3040	Due on receipt	10/10/2008

DESCRIPTION	HOURS	AMOUNT
Change order to install three PRV's and flanges.		
Contract Price		3,380.00
Change order for the addition of the 2" dry valve drip drain and vent line.		
Contract Price		3,975.00
Change order for the installation of a 2" backflow device and drain on the fire fill line under the 1st floor.		
Contract Price		7,650.00

Master Plumbers License
 M-20856
 M-37132

Total	\$15,005.00
Balance Due	\$15,005.00

SunCoast Plumbing Co., Inc.

1204 Missouri
 South Houston, TX 77587
 713-944-0046
 Fax 713-944-3744.

Invoice

DATE	JOB #
10/10/2008	264770

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Change Order Perdido LQ DEC 3040 Approved by AJ per RC

P.O. NO.	TERMS	DUE DATE
	Due on receipt	10/10/2008

DESCRIPTION	HOURS	AMOUNT
Service to remove the previously installed 4" CPVC gray and black water in the ceiling of room 232.		
Contract Price		780.00

Master Plumbers License
 M-20856
 M-37132

Total	\$780.00
Balance Due	\$780.00

SunCoast Plumbing Co., Inc.

1204 Missouri
 South Houston, TX 77587
 713-944-0046
 Fax 713-944-3744

Invoice

DATE	JOB #
10/10/2008	26477P

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Change Order Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Due on receipt	10/10/2008

DESCRIPTION	HOURS	AMOUNT
Service to install the supply and the drain line for the water wash hoods (2 total).		
Contract Price		6,925.00

Master Plumbers License M-20856 M-37132	Total \$6,925.00
	Balance Due \$6,925.00

SunCoast Plumbing Co., Inc.

1204 Missouri
 South Houston, TX 77587
 713-944-0046
 Fax 713-944-3744

Invoice

DATE	JOB #
10/24/2008	26477R

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Net 45	12/8/2008

DESCRIPTION	HOURS	AMOUNT
Progressive billing for the contract bid to provide plumbing for the living quarters.		
Progressive Billing		23,939.00

Master Plumbers License
 M-20856
 M-37132

Total	\$23,939.00
Balance Due	\$23,939.00

SunCoast Plumbing Co., Inc.

1204 Missouri
 South Houston, TX 77587
 713-944-0046
 Fax 713-944-3744

Invoice

DATE	JOB #
11/5/2008	27477T

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Due on receipt	11/5/2008

DESCRIPTION	HOURS	AMOUNT
Change order for the hot water filter for the dishwasher, two sinks and faucets and other miscellaneous fittings.		
Contract Price		1,380.00

Master Plumbers License
 M-20856
 M-37132

Total	\$1,380.00
Balance Due	\$1,380.00

SunCoast Plumbing Co., Inc.

1204 Missouri
 South Houston, TX 77587
 713-944-0046
 Fax 713-944-3744

Invoice

DATE	JOB #
11/14/2008	26477S

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Net 45	12/29/2008

DESCRIPTION	HOURS	AMOUNT
Progressive billing draw.		
Progressive billing		21,000.00

Master Plumbers License
 M-20856
 M-37132

Total	\$21,000.00
Balance Due	\$21,000.00

SunCoast Plumbing Co., Inc.

1204 Missouri
 South Houston, TX 77587
 713-944-0046
 Fax 713-944-3744

Invoice

DATE	JOB #
1/9/2009	26477T

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Due on receipt	1/9/2009

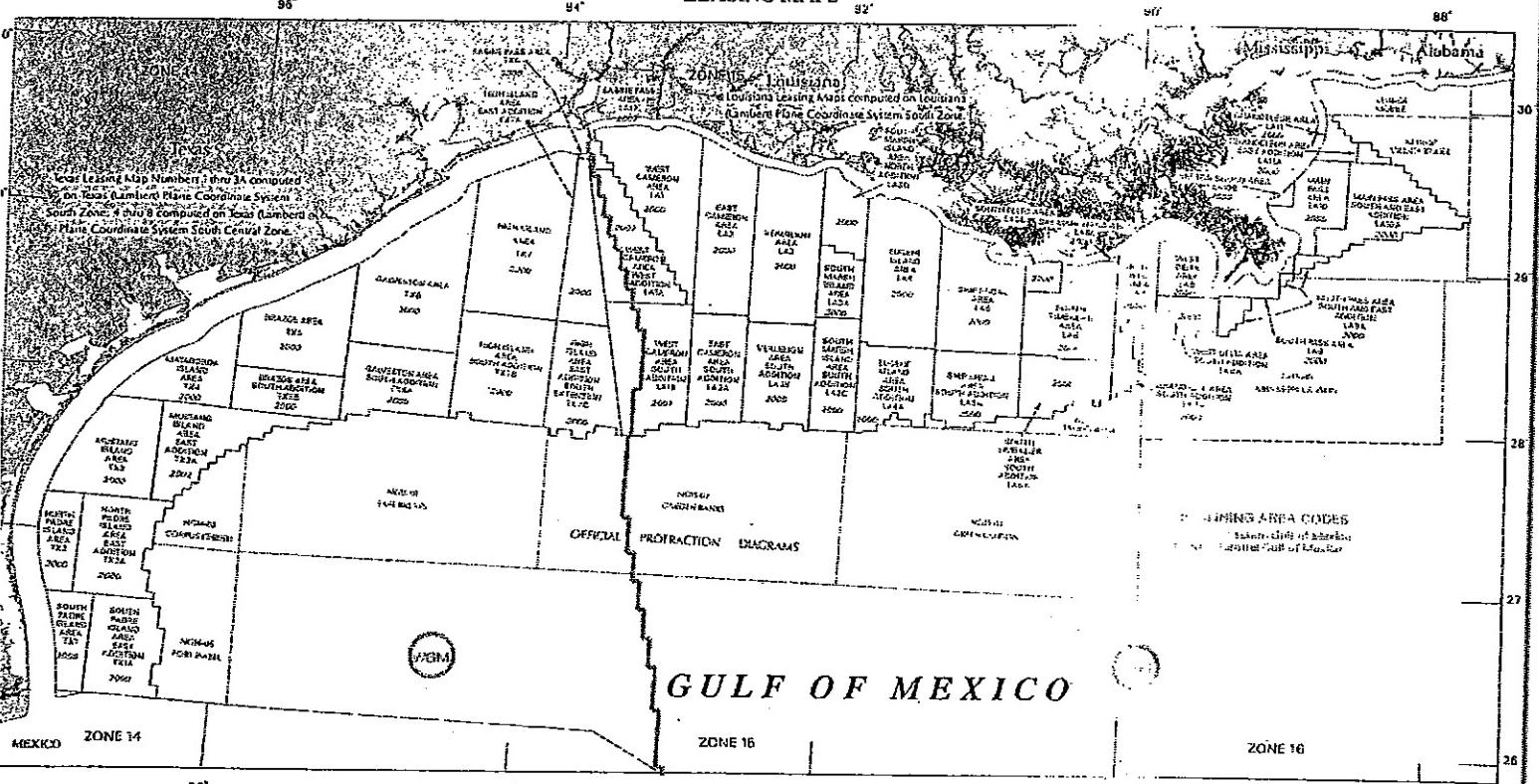
DESCRIPTION	HOURS	AMOUNT
Final billing for the copper materials for the change order to have copper waste lines in lieu of the CPVC as stated in the original bid.		
Materials		16,913.00
Change order for the removal of the CPVC that had already been installed and the installation of the copper waster lines.		
Labor		147,200.00

Master Plumbers License
 M-20856
 M-37132

Total	\$164,113.00
Balance Due	\$164,113.00

GULF OF MEXICO

LEASING MAPS



MEXICO ZONE 14

ZONE 15

ZONE 16

86°

84°

82°

80°

88°

WHERE TO ORDER
Gulf of Mexico OCS Region
Minerals Management Service
1301 Elmwood Park Blvd.
New Orleans, LA 70123-2394

Office of Public Information
(504) 736-2519 or
Toll free: 1-800-200-GOLF
Customer E&O: (504) 736-2620

DIAGRAM SELECTION. The extent of the published diagram coverage and the latest approval date for each protraction is shown on the index. Each diagram is designated by a number and may also carry the name of a city, town or prominent natural feature within it. Diagrams should be ordered by number, name, and date of approval from the appropriate MMS OCS Region, or from <http://www.mms.gov/diagrams.htm>.

The Supplemental Official GCS Block Diagrams (SODD) depicts area measurements, projected and unprojected boundaries, offshore boundary intersection coordinates, and Federal and State land ownership for individual Outer Continental Shelf marine lease blocks. The limit of 'Big' Zone occurs within a zone three nautical miles seaward of any coastal State's Submerged Lands Act Boundary using the same principles and baselines used to project the SLA for any zone's Big, royalty purposes.

OFFICIAL PROTRACtion DIAGRAMS

